

**September 26, 2006**

SUBJECT: Award of Two Contracts relating to the Development of the Department of Public Safety's Emergency Medical Services Program (F0608-19)

REPORT IN BRIEF

Approval is requested for the award of contracts to Todd LeGassick and Dr. Baxter Larmore to assist staff in the continued development of the Emergency Medical Services Program within the Department of Public Safety (DPS). The services to be performed under the requested contracts include assisting in the recruitment of the EMS Specialist II, creating a training and mentoring program for both the EMS Lieutenant and the EMS Specialist II positions, and assisting in the development and implementation of the EMS Continuous Quality Improvement Program.

BACKGROUND

On June 10, 2003, Council approved staff recommendations to enhance Emergency Medical Services (EMS) within the Department of Public Safety. The recommendations included approval for two new civilian positions with responsibilities for Continuous Quality Improvement (CQI) and Public Education efforts as well as establishing an EMS Lieutenant position to oversee the EMS Program within Public Safety. The position descriptions and classifications have been completed and approved by Council.

Recruitment efforts for the EMS Specialist II position have, to date, been unsuccessful. The successful recruitment and training of the right person for this position is critical to the program's success. The implementation of a CQI program will provide the foundation for improvement activities to ensure that DPS is delivering the best possible care to residents and visitors of Sunnyvale while also providing measurable results for the City.

DISCUSSION

The Department of Public Safety is involved in a long term project to fully develop the capabilities of its Emergency Medical Services Program. A component of that process is the development of a CQI program to provide real time measurements of the quality of care rendered as well as to identify areas of educational need to keep DPS personnel abreast of current developments and trends in emergency medical services.

A comprehensive CQI program is required by the State Emergency Medical Services Authority under California Code of Regulations Title 22 and Santa Clara County Local Emergency Medical Services Agency policies and procedures. A CQI Program is the required standard for fire and EMS organizations in California.

In an effort to develop the EMS program, the Department of Public Safety requests the award of contracts to two leading experts in the fields of emergency medical services education and research: Dr. Baxter Larmon, professor of medicine at UCLA, and Todd LeGassick, Director of the UCLA Center for Prehospital Care. (Biographical notes attached).

DPS staff selected both Dr. Larmon and Todd LeGassick based upon their professional reputations and career achievements. Dr. Larmon has significant expertise in developing educational programs that now are national standards. In addition, his professional work in creating the UCLA Center for Prehospital Care provides DPS with the opportunity to take advantage of his work at UCLA. Todd LeGassick was selected based upon his experience in developing fire department and EMS educational and quality improvement programs. Both Larmon and LeGassick have a national reputation for excellence in the areas of education, quality improvement and EMS Research.

Section 2.08.070(b)(1) of the Sunnyvale Municipal Code exempts professional or specialized services from competitive bidding.

Under the requested contracts, Dr. Larmon and Todd LeGassick will collaborate to assist DPS with the creation of a comprehensive recruitment and training plan for the new EMS Specialist II position. In addition, an ongoing mentoring program for both the new EMS Specialist II and the EMS Lieutenant will be put into place, ensuring a successful transition for the new EMS Lieutenant and the development on the knowledge, skills and abilities of the new EMS Specialist II.

A major component of the requested contracts is the development of a comprehensive CQI plan that will not only be compliant with state and local regulatory requirements, but will meet the needs of Sunnyvale by appropriately measuring EMS service delivery. In addition, this plan will provide the conduit for the development of internal educational programs to meet the needs of DPS

personnel, keeping them abreast of current trends in emergency care while ensuring that their base skill level remains current and proficient.

The Department of Public Safety requires the services of these two recognized experts to assist in the development of the EMS program since DPS currently does not have the internal expertise to create this program.

A comprehensive discussion of the EMS program and its developmental history is contained within the June 2003 Report to Council entitled: *Approval of Recommendations to Enhance Emergency Medical Services within the Department of Public Safety* (RTC [03-210](#)).

FISCAL IMPACT

Total cost to the City for the two requested contracts will not exceed \$65,000. The contracts will have no net fiscal impact to the City budget. The adopted budget for FY 2006- 2007 includes funding for one EMS Specialist II in the Department of Public Safety Personnel and Training Services Program. This position is vacant, and the monies allocated for the position will be used to fund the consultants' work on this project. Upon completion of the hiring process, the contracts will end; and the funding will be used for the ongoing salary and benefits expense for the new position.

RECOMMENDATION

It is recommended that Council award contracts to Todd LeGassick and Dr. Baxter Larmon, in substantially the same form as the attached drafts and in an amount not to exceed \$65,000 for work performed collaboratively under both contracts, to assist Department of Public Safety staff in the development of the Emergency Medical Services Program.

Prepared by:

Steve Drewniany
Lieutenant, Public Safety

Reviewed by:

Don Johnson
Director of Public Safety

Reviewed by:

Mary J. Bradley
Director, Finance

Approved by:

Amy Chan
City Manager

Attachments:

- A. Draft Consultant Services Agreement – Todd LeGassick
- B. Draft Consultant Services Agreement – Dr. Baxter Larmon
- C. Biographical Notes for Consultants

**DRAFT
ATTACHMENT "A"**

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND TODD LEGASSICK, MPH,
TO ASSIST STAFF IN THE DEVELOPMENT OF
THE EMERGENCY MEDICAL SERVICES PROGRAM**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and TODD LEGASSICK, MPH, an individual ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to the development of CITY's Department of Public Safety Emergency Medical Services Program;

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT, in conjunction with work performed with CONSULTANT Baxter Larmon, shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of Agreement execution through the completion of the services described in Exhibit "A", which is expected to occur on or about August 31, 2007, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

Notwithstanding the Agreement term stated above, the parties agree that a preliminary planning meeting was held on April 14, 2006, for which CONSULTANT will be compensated upon execution of this Agreement.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

Total combined compensation for work performed by both CONSULTANT and CONSULTANT Baxter Larmon shall not exceed Fifty Nine Thousand and no/100 Dollars (\$59,000.00). In addition, CITY shall reimburse direct expenses at actual cost. Total combined reimbursement for expenses incurred by both CONSULTANT and CONSULTANT Baxter Larmon shall not exceed Six Thousand and no/100 Dollars (\$6,000.00.) Compensation and expense reimbursement for a preliminary planning meeting which was held on April 14, 2006, is included in the total combined compensation and expense reimbursement amounts stated in this section of the Agreement.

Upon receipt of an executed Agreement, CONSULTANT shall submit an invoice for the April 2006 preliminary planning meeting, including professional fees and expenses. The total amount of this initial payment shall not exceed Five Thousand and no/100 Dollars (\$5,000.00) for both CONSULTANT and CONSULTANT Baxter Larmon.

Thereafter, CONSULTANT shall submit invoices to CITY no more frequently than monthly for services provided to date. Payment shall be made within thirty (30) days upon receipt of an accurate, itemized invoice by CITY's Accounts Payable Unit.

5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to CITY.
- (b) CONSULTANT shall comply with all federal, state and city laws, statutes, ordinances, rules and regulations and the orders and decrees of any courts or administrative bodies or tribunals in any manner affecting the performance of the Agreement.

9. Independent Contractor

CONSULTANT is acting as an independent contractor in furnishing the services or materials and performing the work required by this Agreement and is not an agent, servant or employee of CITY. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between CITY and CONSULTANT. CONSULTANT is responsible for paying all required state and federal taxes.

10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. CITY Representative

Steve Drowniany, Public Safety Lieutenant, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Todd LeGassick, MPH, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Lieutenant Steve Drewniany
Department of Public Safety
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: TODD LEGASSICK, MPH
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

City Manager

APPROVED AS TO FORM:

Todd LeGassick, MPH
("CONSULTANT")

City Attorney

Statement of Work

for

Sunnyvale Department of Public Safety

Continuous Quality Improvement Initiative

Submitted by

Todd LeGassick, MPH and Baxter Larmon, PhD, MICP

September 2006

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Introduction and Overview

The Sunnyvale Department of Public Safety (DPS) is a progressive department providing police, fire and emergency medical services (EMS) to the citizens of Sunnyvale. DPS utilizes a staffing model where all employees are hired as Public Safety Officers (PSOs) and rotate through each of the divisions throughout their career. Over the past several years, the majority of employees have been trained at the Emergency Medical Technician – Basic (EMT-B) level. The EMS system includes first response by DPS EMT-Bs and paramedics from American Medical Response (AMR).

DPS has identified the development and implementation of a Continuous Quality Improvement (CQI) program as one of their top EMS initiatives. Currently, DPS has one dedicated manager in the EMS training and education section, Lieutenant Steve Drewniany. To support the EMS division, DPS has created two new positions to support the CQI initiative, the EMS CQI Coordinator and the EMS Public Information Education Relations (PIER) Coordinator. Since created, these positions have remained open with few qualified candidates applying and completing required background screens for the department. Recently, the PIER Coordinator position was un-funded by the department.

To forward the CQI initiative, Lt. Drewniany requested Mr. Todd LeGassick and Dr. Baxter Larmon work as consultants to provide support assessing, designing, and developing a CQI system and to develop a recruitment, hiring, and leadership development plan for the personnel needed to support this initiative. This Statement of Work describes the Intended Outcomes & Activities, Engagement Design & Management, and Pricing & Payment.

Intended Goals / Outcomes

The intended goals / outcomes of this consulting engagement will include:

- Developing the outcomes the CQI program will generate and identifying the job duties to support the CQI initiative.
- Developing an effective recruitment, hiring and leadership development plan for DPS staff to support the CQI program.
- Developing and implementing the DPS CQI program.

Activities to achieve each goal / outcome are described in greater detail below.

Develop the outcomes the CQI program will generate and identify the job duties to support the CQI initiative.

On April 14, 2006 the program consultants met with Lt. Steve Drewniany and Deputy Chief Greg Kevin. Based on this conversation and the broad goals identified, the following additional work will be conducted over the next two months:

- 1) Meet with Director of Public Safety, Deputy Chiefs and City Manager and seek their input on the design of the CQI program and the results the program will generate.
- 2) Meet with and survey PSOs and have them identify the most important measures about their EMS job performance, how they would like to receive feedback about individual and system performance, and what improvements need to be made.
- 3) Explore and identify the best administrative and organizational structure for the CQI initiative to achieve the desired outcomes. This will include identifying the results and job duties that will be performed by those participating in the CQI program.

Deliverable(s)

The consultants will work on-site at DPS each month during this phase to facilitate meetings about the outcomes of the CQI program. Written material will be submitted to DPS summarizing the findings and recommendations. This information will provide part of the foundation for the CQI program.

Develop an effective recruitment, hiring and leadership orientation plan for DPS staff to support the CQI program.

Review the hiring and recruitment process. This work can be conducted after the CQI program outcomes are created and will include:

- 1) Review the promotional and marketing initiatives to attract candidates and make recommendations for a new recruitment initiative.
- 2) Review and revise the job duties and position requirements consistent with the results the CQI program will generate.

Deliverable(s):

Consultants will provide written recommendations for action to DPS.

Provide a leadership development program. This activity will be provided monthly over a ten month period or until DPS has the ability to lead this initiative without additional support. The leadership development program will include the following activities:

- 1) Development, facilitation and education of the CQI committee that includes operational management processes and practices and that meets local EMS Agency standards.
- 2) Meet with DPS personnel supporting the CQI initiative to collaborate on activities, processes for improvement, data and findings to support data driven decision making for EMS.
- 3) Regular and frequent communication by telephone and email with program consultants about challenges, obstacles and opportunities in the CQI process.

Deliverable(s):

Consultants will be onsite monthly to guide the development of the CQI program, participate in CQI meetings and to provide education to CQI personnel. Consultants will be available for regular communication by telephone and email when not onsite at DPS.

Develop and implement the DPS CQI program.

This program will be developed in collaboration with DPS personnel supporting the CQI program. While data will be tracked and reported in the first couple of months of the CQI initiative, the development of a robust CQI program may take six months to one year to fully implement. As the CQI process is dynamic, a portion of this work will be conducted on-site during the leadership development program.

In the one-day meeting on April 14, 2006, with Lt. Steve Drewniansy and Deputy Chief Greg Kevin, the existing data management process, documentation practices of PSOs and continuing education plan was reviewed. Additional work required to develop and implement a CQI program includes:

- 1) Identification and review of existing data sources including EMS Firehouse data and the creation of new data sources.
- 2) Develop key performance indicators for consistent tracking and reporting.
- 3) Design a process to collect data and perform analysis.
- 4) Implementation of a leadership oversight process to direct performance improvement guided by data analysis.
- 5) Creation of competencies for performance improvement projects including the development of a continuing education and competency plan. The continuing education and competency plan will also be based on a:
 - a) Written assessment to quantify the cognitive EMT knowledge of PSOs.
 - b) Skills assessment to evaluate the skill competency of a sample of PSOs.
 - c) Written needs assessment for education topics that PSOs feel would be most valuable.

- 6) Identify the most important quality factors to non-DPS stakeholders (i.e. patients, receiving facilities, the EMS Agency) and develop a method or tool to periodically capture their participation and opinions.
- 7) In collaboration with DPS CQI personnel, develop a written CQI plan that meets the local EMS Agency requirements.

Deliverable(s):

Consultants will provide a written CQI plan that reflects the desired outcomes identified by DPS and stakeholders for submission and approval to the Santa Clara County EMS Agency. This plan will include the data sources, performance indicators, the data collection and analysis process, the CQI committee, stakeholder indicator(s) and a competency based continuing education (CE) plan. The CE plan will be based on cognitive and clinical skill assessment of PSO. At the end of the consulting period, DPS will have a fully functional CQI plan to guide data driven decision making.

Engagement Design & Management

The process is intended to be collaborative. To accomplish this, conversations will need to be frequent and timely. This process of review and development will undoubtedly result in unanticipated obstacles and some unplanned opportunities. CQI is a dynamic process that evaluates the inputs, outputs, and process measurements focused on improving the quality of patient care and meeting the goals of stakeholders. This work will emulate the CQI Program. As such, it will require honest, frank, and frequent conversations about things that are going well and things that are not. This communication is the cornerstone to success of this project.

The estimated time to complete each of the major outcomes is summarized below. As this process is collaborative, these time frames are based on the frequency of meetings and progress of this joint work.

Outcome	Estimated Time to Complete
Develop the outcomes the CQI program will generate and identify the job duties to support the CQI initiative.	2 months
Develop an effective recruitment, hiring and leadership orientation plan for the DPS staff to support the CQI program. (The actual recruitment and hiring will depend upon Sunnyvale Human Resources and the selection of CQI personnel).	10 months
Develop and implement the DPS CQI program. (This will occur at the same time as leadership development program).	10 months
Total Estimated Time to Develop, Implement & Complete Project	12 months

Payment & Pricing

A cost summary for each of the major outcomes is listed below. If there were to be a material change in scope, we would renegotiate the price as appropriate.

Develop the outcomes the CQI program will generate and identify the job duties to support the CQI initiative.	\$ 9,000
Develop an effective recruitment, hiring and leadership orientation plan for the DPS personnel required to support the CQI program.	\$ 28,000
Develop and implement the DPS CQI program.	\$ 22,000
Total Cost (excluding travel)	\$ 59,000

Payment of Fees:

An initial payment of \$ 5,000 will be made with the contract signing. The remaining fees will be billed at the end of each month over the duration of the project (approximately one year). These fees include subcontractor fees, but do not include travel or related expenses which will be billed separately. Travel costs include round trip airfare from Los Angeles, parking, transportation and associated meals. DPS employee costs, meetings, meals and travel expenses are also not included.

**DRAFT
ATTACHMENT "B"**

**CONSULTANT SERVICES AGREEMENT
BETWEEN THE CITY OF SUNNYVALE AND BAXTER LARMON, PHD, MICP,
TO ASSIST STAFF IN THE DEVELOPMENT OF
THE EMERGENCY MEDICAL SERVICES PROGRAM**

THIS AGREEMENT dated _____ is by and between the CITY OF SUNNYVALE, a municipal corporation ("CITY"), and BAXTER LARMON, PHD, MICP, an individual ("CONSULTANT").

WHEREAS, CITY is in need of specialized services in relation to the development of CITY's Department of Public Safety Emergency Medical Services Program;

WHEREAS, CONSULTANT possesses the skill and expertise to provide the required services;

NOW, THEREFORE, THE PARTIES ENTER INTO THIS AGREEMENT.

1. Services by CONSULTANT

CONSULTANT, in conjunction with work performed with CONSULTANT Todd LeGassick, shall provide services in accordance with Exhibit "A" attached and incorporated by reference. CONSULTANT shall determine the method, details and means of performing the services.

2. Time for Performance

The term of this Agreement shall be from the date of Agreement execution through the completion of the services described in Exhibit "A", which is expected to occur on or about August 31, 2007, unless otherwise terminated. Extensions of time may be granted by the City Manager upon a showing of good cause.

Notwithstanding the Agreement term stated above, the parties agree that a preliminary planning meeting was held on April 14, 2006, for which CONSULTANT will be compensated upon execution of this Agreement.

3. Duties of CITY

CITY shall supply any documents or information available to City required by CONSULTANT for performance of its duties. Any materials provided shall be returned to CITY upon completion of the work.

4. Compensation

Total combined compensation for work performed by both CONSULTANT and CONSULTANT Todd LeGassick shall not exceed Fifty Nine Thousand and no/100 Dollars (\$59,000.00). In addition, CITY shall reimburse direct expenses at actual cost. Total combined reimbursement for expenses incurred by both CONSULTANT and CONSULTANT Todd LeGassick shall not exceed Six Thousand and no/100 Dollars (\$6,000.00.) Compensation and expense reimbursement for a preliminary planning meeting which was held on April 14, 2006, is included in the total combined compensation and expense reimbursement amounts stated in this section of the Agreement.

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5. Ownership of Documents

CITY shall have full and complete access to CONSULTANT's working papers, drawings and other documents during progress of the work. All documents of any description prepared by CONSULTANT shall become the property of the CITY at the completion of the project and upon payment in full to the CONSULTANT. CONSULTANT may retain a copy of all materials produced pursuant to this Agreement.

6. Conflict of Interest

No officer or employee of CITY shall have any interest, direct or indirect, in this Agreement or in the proceeds thereof. During the term of this Agreement CONSULTANT shall not accept employment or an obligation which is inconsistent or incompatible with CONSULTANT's obligations under this Agreement.

7. Confidential Information

CONSULTANT shall maintain in confidence and at no time use, except to the extent required to perform its obligations hereunder, any and all proprietary or confidential information of CITY of which CONSULTANT may become aware in the performance of its services.

8. Compliance with Laws

- (a) CONSULTANT shall not discriminate against, or engage in the harassment of, any City employee or volunteer or any employee of CONSULTANT or applicant for employment because of an individual's race, religion, color, sex, gender identity, sexual orientation (including heterosexuality, homosexuality and bisexuality), ethnic or national origin, ancestry, citizenship status, uniformed service member status, marital status, family relationship, pregnancy, age, cancer or HIV/AIDS-related medical condition, genetic characteristics, and physical or mental disability (whether perceived or actual). This prohibition shall apply to all of CONSULTANT's employment practices and to all of CONSULTANT's activities as a provider of services to CITY.
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9. Independent Contractor

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10. Indemnity

CONSULTANT shall indemnify, defend, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all claims, damages, losses and expenses, including attorney fees, arising out of the performance of the services described in Exhibit "A", caused in whole or in part by any negligent act or omission of CONSULTANT, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, except where caused by the active negligence, sole negligence or willful misconduct of the CITY.

11. CITY Representative

Steve Drowniany, Public Safety Lieutenant, as the City Manager's authorized representative, shall represent CITY in all matters pertaining to the services to be rendered under this Agreement. All requirements of CITY pertaining to the services and materials to be rendered under this Agreement shall be coordinated through the CITY representative.

13. CONSULTANT Representative

Baxter Larmon, PhD, MICP, shall represent CONSULTANT in all matters pertaining to the services and materials to be rendered under this Agreement; all requirements of CONSULTANT pertaining to the services or materials to be rendered under this Agreement shall be coordinated through the CONSULTANT representative.

14. Notices

All notices required by this Agreement shall be in writing, and shall be personally delivered, sent by first class with postage prepaid, or by sent by commercial courier, addressed as follows:

To CITY: Lieutenant Steve Drewniany
Department of Public Safety
CITY OF SUNNYVALE
P. O. Box 3707
Sunnyvale, CA 94088-3707

To CONSULTANT: BAXTER LARMON, PHD, MICP
10990 Wilshire Blvd., Suite 1450
Los Angeles, CA 90024

Nothing in this provision shall be construed to prohibit communication by more expedient means, such as by telephone or facsimile transmission, to accomplish timely communication. However, to constitute effective notice, written confirmation of a telephone conversation or an original of a facsimile transmission must be sent by first class mail or commercial carrier, or hand delivered. Each party may change the address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of actual receipt; mailed notices shall be deemed communicated as of two days after mailing, unless such date is a date on which there is no mail service. In that event communication is deemed to occur on the next mail service day.

15. Assignment

Neither party shall assign or sublet any portion of this Agreement without the prior written consent of the other party.

16. Termination

If CONSULTANT defaults in the performance of this Agreement, or materially breaches any of its provisions, CITY at its option may terminate this Agreement by giving written notice to CONSULTANT. If CITY fails to pay CONSULTANT, CONSULTANT at its option may terminate this Agreement if the failure is not remedied by CITY within thirty (30) days from the date payment is due.

Without limitation to such rights or remedies as CITY shall otherwise have by law, CITY also shall have the right to terminate this Agreement for any reason upon ten (10) days' written notice to CONSULTANT. In the event of such termination, CONSULTANT shall be compensated in proportion to the percentage of services performed or materials furnished (in relation to the total which would have been performed or furnished) through the date of receipt of notification from CITY to terminate. CONSULTANT shall present CITY with any work product completed at that point in time.

17. Entire Agreement; Amendment

This writing constitutes the entire agreement between the parties relating to the services to be performed or materials to be furnished hereunder. No modification of this Agreement shall be effective unless and until such modification is evidenced by writing signed by all parties.

18. Miscellaneous

Time shall be of the essence in this Agreement. Failure on the part of either party to enforce any provision of this Agreement shall not be construed as a waiver of the right to compel enforcement of such provision or any other provision. This Agreement shall be governed and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, the parties have executed this Agreement.

ATTEST:

CITY OF SUNNYVALE ("CITY")

City Clerk

City Manager

APPROVED AS TO FORM:

Baxter Larmon, PhD, MICP
("CONSULTANT")

City Attorney

Statement of Work

for

Sunnyvale Department of Public Safety

Continuous Quality Improvement Initiative

Submitted by

Todd LeGassick, MPH and Baxter Larmon, PhD, MICP

September 2006

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INTRODUCTION AND OVERVIEW 3

INTENDED GOALS / OUTCOMES 4

 Developing the outcomes the CQI program will generate

 Recruitment, hiring and leadership development

 Developing and implementing the CQI program

ENGAGEMENT DESIGN & MANAGEMENT 7

PRICING & PAYMENT 8

Introduction and Overview

The Sunnyvale Department of Public Safety (DPS) is a progressive department providing police, fire and emergency medical services (EMS) to the citizens of Sunnyvale. DPS utilizes a staffing model where all employees are hired as Public Safety Officers (PSOs) and rotate through each of the divisions throughout their career. Over the past several years, the majority of employees have been trained at the Emergency Medical Technician – Basic (EMT-B) level. The EMS system includes first response by DPS EMT-Bs and paramedics from American Medical Response (AMR).

DPS has identified the development and implementation of a Continuous Quality Improvement (CQI) program as one of their top EMS initiatives. Currently, DPS has one dedicated manager in the EMS training and education section, Lieutenant Steve Drewniany. To support the EMS division, DPS has created two new positions to support the CQI initiative, the EMS CQI Coordinator and the EMS Public Information Education Relations (PIER) Coordinator. Since created, these positions have remained open with few qualified candidates applying and completing required background screens for the department. Recently, the PIER Coordinator position was un-funded by the department.

To forward the CQI initiative, Lt. Drewniany requested Mr. Todd LeGassick and Dr. Baxter Larmon work as consultants to provide support assessing, designing, and developing a CQI system and to develop a recruitment, hiring, and leadership development plan for the personnel needed to support this initiative. This Statement of Work describes the Intended Outcomes & Activities, Engagement Design & Management, and Pricing & Payment.

Intended Goals / Outcomes

The intended goals / outcomes of this consulting engagement will include:

- Developing the outcomes the CQI program will generate and identifying the job duties to support the CQI initiative.
- Developing an effective recruitment, hiring and leadership development plan for DPS staff to support the CQI program.
- Developing and implementing the DPS CQI program.

Activities to achieve each goal / outcome are described in greater detail below.

Develop the outcomes the CQI program will generate and identify the job duties to support the CQI initiative.

On April 14, 2006 the program consultants met with Lt. Steve Drewniany and Deputy Chief Greg Kevin. Based on this conversation and the broad goals identified, the following additional work will be conducted over the next two months:

- 1) Meet with Director of Public Safety, Deputy Chiefs and City Manager and seek their input on the design of the CQI program and the results the program will generate.
- 2) Meet with and survey PSOs and have them identify the most important measures about their EMS job performance, how they would like to receive feedback about individual and system performance, and what improvements need to be made.
- 3) Explore and identify the best administrative and organizational structure for the CQI initiative to achieve the desired outcomes. This will include identifying the results and job duties that will be performed by those participating in the CQI program.

Deliverable(s)

The consultants will work on-site at DPS each month during this phase to facilitate meetings about the outcomes of the CQI program. Written material will be submitted to DPS summarizing the findings and recommendations. This information will provide part of the foundation for the CQI program.

Develop an effective recruitment, hiring and leadership orientation plan for DPS staff to support the CQI program.

Review the hiring and recruitment process. This work can be conducted after the CQI program outcomes are created and will include:

- 1) Review the promotional and marketing initiatives to attract candidates and make recommendations for a new recruitment initiative.
- 2) Review and revise the job duties and position requirements consistent with the results the CQI program will generate.

Deliverable(s):

Consultants will provide written recommendations for action to DPS.

Provide a leadership development program. This activity will be provided monthly over a ten month period or until DPS has the ability to lead this initiative without additional support. The leadership development program will include the following activities:

- 1) Development, facilitation and education of the CQI committee that includes operational management processes and practices and that meets local EMS Agency standards.
- 2) Meet with DPS personnel supporting the CQI initiative to collaborate on activities, processes for improvement, data and findings to support data driven decision making for EMS.
- 3) Regular and frequent communication by telephone and email with program consultants about challenges, obstacles and opportunities in the CQI process.

Deliverable(s):

Consultants will be onsite monthly to guide the development of the CQI program, participate in CQI meetings and to provide education to CQI personnel. Consultants will be available for regular communication by telephone and email when not onsite at DPS.

Develop and implement the DPS CQI program.

This program will be developed in collaboration with DPS personnel supporting the CQI program. While data will be tracked and reported in the first couple of months of the CQI initiative, the development of a robust CQI program may take six months to one year to fully implement. As the CQI process is dynamic, a portion of this work will be conducted on-site during the leadership development program.

In the one-day meeting on April 14, 2006, with Lt. Steve Drewniany and Deputy Chief Greg Kevin, the existing data management process, documentation practices of PSOs and continuing education plan was reviewed. Additional work required to develop and implement a CQI program includes:

- 1) Identification and review of existing data sources including EMS Firehouse data and the creation of new data sources.
- 2) Develop key performance indicators for consistent tracking and reporting.
- 3) Design a process to collect data and perform analysis.
- 4) Implementation of a leadership oversight process to direct performance improvement guided by data analysis.
- 5) Creation of competencies for performance improvement projects including the development of a continuing education and competency plan. The continuing education and competency plan will also be based on a:
 - a) Written assessment to quantify the cognitive EMT knowledge of PSOs.
 - b) Skills assessment to evaluate the skill competency of a sample of PSOs.
 - c) Written needs assessment for education topics that PSOs feel would be most valuable.

- 6) Identify the most important quality factors to non-DPS stakeholders (i.e. patients, receiving facilities, the EMS Agency) and develop a method or tool to periodically capture their participation and opinions.
- 7) In collaboration with DPS CQI personnel, develop a written CQI plan that meets the local EMS Agency requirements.

Deliverable(s):

Consultants will provide a written CQI plan that reflects the desired outcomes identified by DPS and stakeholders for submission and approval to the Santa Clara County EMS Agency. This plan will include the data sources, performance indicators, the data collection and analysis process, the CQI committee, stakeholder indicator(s) and a competency based continuing education (CE) plan. The CE plan will be based on cognitive and clinical skill assessment of PSO. At the end of the consulting period, DPS will have a fully functional CQI plan to guide data driven decision making.

Engagement Design & Management

The process is intended to be collaborative. To accomplish this, conversations will need to be frequent and timely. This process of review and development will undoubtedly result in unanticipated obstacles and some unplanned opportunities. CQI is a dynamic process that evaluates the inputs, outputs, and process measurements focused on improving the quality of patient care and meeting the goals of stakeholders. This work will emulate the CQI Program. As such, it will require honest, frank, and frequent conversations about things that are going well and things that are not. This communication is the cornerstone to success of this project.

The estimated time to complete each of the major outcomes is summarized below. As this process is collaborative, these time frames are based on the frequency of meetings and progress of this joint work.

Outcome	Estimated Time to Complete
Develop the outcomes the CQI program will generate and identify the job duties to support the CQI initiative.	2 months
Develop an effective recruitment, hiring and leadership orientation plan for the DPS staff to support the CQI program. (The actual recruitment and hiring will depend upon Sunnyvale Human Resources and the selection of CQI personnel).	10 months
Develop and implement the DPS CQI program. (This will occur at the same time as leadership development program).	10 months
Total Estimated Time to Develop, Implement & Complete Project	12 months

Payment & Pricing

A cost summary for each of the major outcomes is listed below. If there were to be a material change in scope, we would renegotiate the price as appropriate.

Develop the outcomes the CQI program will generate and identify the job duties to support the CQI initiative.	\$ 9,000
Develop an effective recruitment, hiring and leadership orientation plan for the DPS personnel required to support the CQI program.	\$ 28,000
Develop and implement the DPS CQI program.	\$ 22,000
Total Cost (excluding travel)	\$ 59,000

Payment of Fees:

An initial payment of \$ 5,000 will be made with the contract signing. The remaining fees will be billed at the end of each month over the duration of the project (approximately one year). These fees include subcontractor fees, but do not include travel or related expenses which will be billed separately. Travel costs include round trip airfare from Los Angeles, parking, transportation and associated meals. DPS employee costs, meetings, meals and travel expenses are also not included.

**Biographical notes for
Baxter Larmon, PhD, MICP and Todd LeGassick, MPH**

Baxter Larmon, PhD, MICP

Dr. Larmon is a professor of medicine at the David Geffen School of Medicine at UCLA and founder and director of the UCLA Center for Prehospital Care. In 1988, Dr. Larmon established the UCLA Center for Prehospital Care as the only academic resource on the West Coast that combined education and research of prehospital and emergency medicine into one organization. Since this time, his Center continues to provide innovative state-of-the-art education programs and instructional technologies, conduct research and educate others to do the same, and provide analysis and insight into the development of emergency medical services systems.

Dr. Larmon is an innovator and pioneer. Constantly generating new ideas to forward emergency medical services as a profession, he founded the Prehospital Care Research Forum, an international organization that has contributed over 400 original research studies to the field of emergency medical services. Dr. Larmon has contributed widely to the development of EMS by serving on many organizations and committees. As a consultant to the State of California, Dr. Larmon developed the first scope of practice for paramedics. He also served as primary author for the National Highway Traffic Safety Administration EMS Division developing the national scope of practice for paramedics. In addition, Dr. Larmon served on the founding board of directors for the National Association of Emergency Medical Service Educators.

Dr. Larmon has received numerous awards and recognition including *One of the Twenty Most Influential People in Emergency Medical Services* awarded by the Journal of Emergency Medical Services, the *Teaching in Excellence Award* nominated by fellow faculty and presented by the Dean, and the *Golden Apple Teaching Award* presented by medical students to the most outstanding teacher.

Dr. Larmon has over 30 years experience in emergency medicine. He is nationally and internationally recognized as an educator, researcher and pioneer in EMS. He has been invited to speak at more than 500 EMS conferences throughout the world and is widely published in the professional journals of emergency medicine.

Todd LeGassick, MPH

Mr. LeGassick is the Managing Director for the UCLA Center for Prehospital Care and the former Executive Director for the Prehospital Care Research Forum. He obtained his Master's Degree in Public Health in Health Services Policy and Administration in 1992.

Mr. LeGassick's expertise lies in creating the administrative and operational systems required to operate quality EMS provider systems and educational programs. He has negotiated numerous service agreements with local area fire departments and medical centers, including authoring the partnership between UCLA and Daniel Freeman Hospital Paramedic School, the first accredited program in the nation.

Mr. LeGassick has a track record of developing new business lines and unearthing opportunities for growth and development. At the UCLA Center for

Prehospital Care alone, he has achieved a 30% growth in program activity and averaged 25% annual growth in revenue over the past 10 years while managing a high performance organization that generates leading edge results and outcomes.

Mr. LeGassick has also been sought as a consultant, program developer and grant writer. He has authored successful responses to RFPs, secured grants, and has met with governmental agencies to gain approval for the implementation of new and innovative programs in EMS.

Mr. LeGassick has over 20 years experience in prehospital care and has worked as an EMS provider, operations manager, EMS system developer and administrator.